IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.

F.A.O. No.1087 of 2006
Date of decision: 18.09.2006

Jeet @ Ajit Singh and another.

..... Appellants

Versus

Poonam and others.

..... Respondents

CORAM : Hon'ble Mr.Justice Uma Nath Singh
Hon'ble Mr.Justice Mahesh Grover

....

Present: Shri Jagbir Malik, Advocate for the appellants.
Shri V.K.Kapur, Advocate for respondent no.4-Insurance Company.

....

Mahesh Grover,J.

Aggrieved by award dated 2.1.2006 passed by the Motor Accident Claims Tribunal, Sonepat (hereinafter described as `the Tribunal') in M.A.C.T. Case No. 9 of 2005, the driver and the owner of the offending vehicle i.e. Tractor No.HR-10F-5897 have filed the present appeal.

On a claim petition preferred by the legal heirs of deceased-Om Parkash, the Tribunal awarded a sum of Rs.3,85,000/- along with interest at the rate of 6% per annum from the date of filing of the petition till its actual realisation. Even though the liability to pay the awarded amount was fastened upon the Insurance Company in the first instance, but it was given the right to recover the same from the owner of the offending vehicle. It is this finding qua the liability that the owner along with the driver of the

offending vehicle has assailed by way of the present appeal.

The question that has been raised in this appeal is whether a tractor could be considered to be a `light transport vehicle' and whether the the Insurance Company could be absolved of the liability in view of the fact that the driver of the offending vehicle was having a licence to drive a `light transport vehicle' wherein the word `tractor' was not mentioned.

The Tribunal, while returning a finding on issue no.3, had absolved the Insurance Company of its liability to satisfy the award on the sole ground that the tractor was not covered in the definition of `light transport vehicle' and had, therefore, held that the driver was not having a valid driving licence.

We have heard learned counsel for the parties and perused the record.

Sub-sections (21), (44) and (47) of Section 2 of the Motor Vehicles Act,1988 (for short, `the Act') define `light motor vehicle', `tractor' and `transport vehicle' respectively. The same read as under:-

> "2. **Definitions.-** In this Act, unless the context otherwise requires,--
>
> (1) to (20) xx xx xx xx xx xx
>
> (21) `light motor vehicle' means a transport vehicle or omnibus the gross vehicle weight of either of which or a motor car or tractor or road-roller the unladen weight of any of which, does not exceed 7500 kilograms;
>
> (22) to (43) xx x xx xx xx xx
>
> (44) `tractor' means a motor vehicle which is not itself constructed to carry any load (other than equipment used for

the purpose of propulsion); but excludes a road-roller;

(45) to (46) xx xx xx xx xx

(47) – `transport vehicle' means a public service vehicle, a goods carriage, an educational institution bus or a private service vehicle;

(48) to (49) xx xx xx xx xx xx"

Undisputedly, appellant no.1, i.e., the driver of the offending vehicle was holding a valid licence to drive a `light transport vehicle'. As noticed above, Section 2(21) of the Act defines a `light motor vehicle' to mean a `**transport vehicle'** or omnibus the gross vehicle weight of either of which or a motor car or tractor or road roller the unladen weight of any of which, does not exceed 7500 kilograms (emphasis supplied). The term `light transport vehicle' has not been defined separately under the Act.

The contention of Shri V.K.Kapur, learned counsel for the Insurance Company that the licence to drive a `light transport vehicle' means a licence to drive a transport vehicle which means a goods carriage vehicle is, in our opinion, misplaced. As per Section 2(47) of the Act, a transport vehicle includes a goods carriage vehicle as well. The unladen weight of the vehicle is the principal basis by which the Legislature has classified the vehicles into various groups for the purposes of the application of the provisions of the Act. It was for the Insurance Company to establish that the licence held by the driver of the offending vehicle did not cover his right to drive the vehicle in question. Futher, the definition of `light motor vehicle' includes a `transport vehicle' of less than 7500 kilograms and also include a `tractor'.

Merely because there is no specific authorisation in the driving

licence of the driver of the tractor in question, it would not automatically disentitle him from driving it. Since the authorisation given in the driving licence of the driver is for the `light transport vehicle', it would also automatically and by legal implication mean the authorisation to drive a goods carriage vehicle as well, as long as the unladen weight of the vehicle does not exceed 7500 kilograms.

On the basis of the above discussion, it is held that the driver of the offending vehicle was holding a valid driving licence and the finding of the Tribunal to the effect that the driver of the offending vehicle was not holding a valid driving licence leading to a breach of insurance policy is set aside. Consequently, the Insurance Company is disentitled to recover the compensation amount from the owner of the offending vehicle. The Insurance Company shall be liable to pay the compensation amount as awarded by the Tribunal. The appeal is accepted and the impugned award is modified accordingly.

(Uma Nath Singh)
Judge

(Mahesh Grover)
Judge

September 18, 2006
"SCM"